

COUNTY OF YORK, VIRGINIA
INVITATION FOR BIDS (IFB)

Issue Date: November 3, 2004

IFB #: 1426

Title: Airshore Rescue Tools & Equipment

Classification Code: 34072

Issuing Agency: County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd
P.O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location Fire and Life Safety
Where Work Will Be Performed: Fire Administration
301 Goodwin Neck Road
Yorktown, Virginia 23690

Sealed Bids Will Be Received Until 2:00 P.M., Tuesday, November 16, 2004.
At Which Time They Shall Be Opened In Public.

All Inquiries For Information Should Be Directed To: Louise Stokes, CPPB, Buyer II,
Central Purchasing Office, Telephone: (757) 890-3680.

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The
Undersigned Offers And Agrees to Furnish The Materials Described At the Prices Indicated
In Section 8.0.

Name and Address of Firm: Date: _____

By: _____
Signature in Ink
Title: _____

Print Name: _____

Telephone No.: _____ Federal Tax ID#: _____

Facsimile No.: _____

1.0 PURPOSE:

It is the purpose of this Invitation for Bids (IFB) to purchase new technical rescue tools and equipment for the County of York, Virginia, Department of Fire and Life Safety, Technical Rescue Team (hereinafter the term "Owner" shall refer to the County of York, Virginia). These tools and equipment are to be used during the mitigation and stabilization of structural collapse, potential collapse, excavation, trench and other rescue situations requiring shoring, heavy lifting and /or to otherwise assist in making an area safe for the rescue of victims in an dangerous environment.

2.0 SCOPE:

To furnish and deliver technical tools and equipment as per specifications located in the Price Schedule Section 8.0.

3.0 SPECIFICATIONS:

Specifications are provided by the Department of Fire and Life Safety, Technical Rescue Team, described in Section 8.0. NO SUBSTITUTES will be accepted. Price to include delivery F.O.B. Yorktown, Virginia.

4.0 SPECIAL CONDITIONS:

4.1 Bidder must supply three (3) 6-8 hour days of training (one day for each of the three Fire and Rescue shifts) by a factory authorized Airshore Rescue Tool (ART) instructor. Dates will be scheduled after complete shipment and equipment has been inspected.

4.2 Contact Battalion Chief Chris Sadler for technical questions at (757) 890-3600.

4.3 Warranty/Guarantee information: All ART tools and equipment shall have not less than a five (5) year manufacturers warranty as published by ART. A copy of warranty shall be attached to the bid return.

5.0 GENERAL TERMS AND CONDITIONS

5.1 MANDATORY USE OF FORM:

All responses to an Invitation for Bids (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the good and/or services offered or delivery terms, Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked with the IFB number, date and time of bid opening.

5.2 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by Owner after the date and time specified for the scheduled bid opening, will not be considered. It will be the responsibility of Bidder to see that its bid is in the Purchasing office by the specified time and

date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

5.3 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

5.4 CLARIFICATION OF TERMS:

Questions about the specifications or other solicitation documents, should be directed to the buyer whose name appears on the face of this solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Owner.

5.5 TESTING/INSPECTION:

Owner reserves the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications.

5.6 INVOICES:

Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order or contract. All invoices shall show the Contract number and/or purchase order number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than thirty (30) days.

5.7 DEFAULT:

In the event of a default by Contractor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

5.8 ETHICS IN PUBLIC CONTRACTING:

By submitting its bid, all Bidders certify that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

5.9 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

- a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

5.10 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Bidder certifies that it does not and will not during the performance of the Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

5.11 INDEMNITY AGREEMENT:

The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to

property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of Owner, its employees, servants, or agents. Compliance by Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractor, or any of its subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

6.0 INFORMATION FOR BIDDERS:

- A. Prices should be stated in units of quantity specified, with packing and delivery to destination included; less Federal, State and local taxes.
- B. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
- C. Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the bidder's risk and expense.
- D. Bids must show unit price, amount and grand total. In case of error in the extension of prices, the unit price shall govern.
- E. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the Owner. If the Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.

- F. Award will be made to the lowest responsible and responsive bidder. The quality of the articles to be supplied their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award.

- G. The Owner reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the Owner will be served.
- H. Cash discounts may be offered by bidder for prompt payment of bills. Such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
- I. Acceptance of a bid by the Owner is not an order to ship.
- J. Each bid is received with the understanding that the acceptance in writing by the Owner of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the Owner on its part to order from such bidder, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.
- K. Any equipment delivered must be standard new equipment latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- L. The Contractor guarantees to save the Owner, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee or licensee. This clause shall be deemed to be incorporated into any contract awarded as a consequence of this bid.
- M. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing quotations.
- N. All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.

- O. Verify your bids before submission as they cannot be withdrawn or corrected after being opened. Unless otherwise specified herein, bidder agrees to hold the price(s) for sixty (60) calendar days from bid opening date.
- P. If you do not quote, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
- Q. Length of time for delivery as well as price may be considered in awarding of bid.

7.0 ESTIMATED QUANTITY:

The estimated usage is expressly agreed to be an estimate only, and nothing herein shall bind the Owner to purchase any specified amount of the product. It is also further understood that the Owner shall not be obligated to purchase or pay for any product covered unless and until ordered and received by the Owner.

8.0 PRICING SCHEDULE:

The Bidder agrees to provide technical tools and equipment for the Fire and Life Safety, Technical Rescue Team in compliance with the specifications, and terms and conditions contained herein NO SUBSTITUTES.

	Quantity	Unit	Description	Unit Cost	Total Cost
8.1	1	Ea	ART US&R Pneumatic Shoring Model 2005	\$ _____	\$ _____
8.2	4	Ea	ART 23 Degree swivel, part #ART-S23	\$ _____	\$ _____
8.3	4	Ea	ART Flat base, Part #ART-FB	\$ _____	\$ _____
8.4	4	Ea	ART L-grip, part #ART-LG	\$ _____	\$ _____
8.5	6	Ea	ART 6" C-grip, part #ART-CG6	\$ _____	\$ _____
8.6	4	Ea	ART Pickets, part #ART-PK	\$ _____	\$ _____
8.7	4	Ea	Bottom mounting brackets for extension, part #ART-4MB4EB	\$ _____	\$ _____
8.8	4	Ea	Bottom mounting brackets for extension, part #ART-4MB4EB	\$ _____	\$ _____
8.9	8	Ea	Bottom mounting brackets, part #ART-MB6B	\$ _____	\$ _____
8.10	6	Ea	Top mounting brackets, part #ART-MB6T	\$ _____	\$ _____
8.11	1	Ea	ART Gin pole pivot, to include new knuckle swivel and hitch adapter, part #ART-GPP	\$ _____	\$ _____
8.12	1	Ea	ART Gin pole lid, part # ART-GPL	\$ _____	\$ _____
8.13	1	Ea	Air Bag, low pressure Kit #2, part # _____	\$ _____	\$ _____

8.14	6	Ea	Upgrade, furnish and install top & bottom spring latches on six ART shores	\$ _____	\$ _____
8.15	6	Ea	Upgrade, furnish and install new pins and cables on six ART shores	\$ _____	\$ _____
8.16	10	Ea	Panels, FinForm. One of the panels shall be cut into 4-2'x2' panels and one panel shall be cut into 2-4'x4' panel. Remaining eight panels shall remain 4'x8'. Each panel is to have minimum of 4 hand holes and rope holes cut out and edges routed. All edges including cut-outs and holes shall be smoothed and sealed. Specific locations to be determined at time of order.	\$ _____	\$ _____
8.17	3	Days	Training, 6-8 hours for three (3) locations	\$ _____	\$ _____

Literature Describing Units is attached: ___ YES ___NO

Literature Describing Warranty/Guarantee is attached: ___ YES ___NO

Delivery: _____ Days ARO

Terms: _____

9.0 CONTRACTOR DATA:

If you have **not** done business with the County of York, Virginia please complete the following:

Years in Business: Indicate the length of time you have been in business providing this type of service: ___years ___months.

References: Indicate below a listing of at least three (3) recent references for whom you have provided this type of service. Include the date service was furnished and the name and address of the person we have your permission to contact.

CLIENT	DATE	ADDRESS	PERSON TO CONTACT AND PHONE NUMBER
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